

**In the Matter Of:**

**WRR ENVIRONMENTAL vs. ADMIRAL INSURANCE**

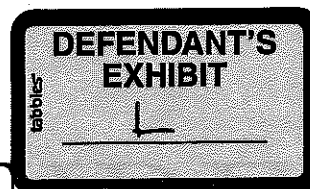
10-C-843

**ROBERT THOMAS FULLER**

*October 03, 2013*



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<p style="text-align: right;">Page 1</p> <p>1 IN THE UNITED STATES DISTRICT COURT 2 FOR THE EASTERN DISTRICT OF WISCONSIN 3 MILWAUKEE DIVISION</p> <p>4 WRR ENVIRONMENTAL SERVICES, INC., 5 Plaintiff, 6 Vs. Case No. 10-C-843 7 ADMIRAL INSURANCE COMPANY, 8 Defendant.</p> <p>9</p> <p>10 THE DEPOSITION OF ROBERT THOMAS FULLER 11 OCTOBER 3, 2013 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p style="text-align: right;">Page 3</p> <p>1 - APPEARANCES - 2 For the Plaintiff: 3 MR. THOMAS A. JANCZEWSKI 4 Attorney at Law 5 Michael Best &amp; Friedrich LLP 6 100 East Wisconsin Avenue 7 Suite 3300 8 Milwaukee, WI 53202 9 (414) 271-6560 10 tajanczewski@michaelbest.com 11 12 For the Defendant: 13 MS. JEANNE M. HOFFMANN 14 Attorney at Law 15 Bryce Downey &amp; Lenkov LLC 16 200 North LaSalle Street 17 Suite 2700 18 Chicago, IL 60601 19 (312) 377-1501 20 jhoffmann@bdlfirm.com 21 22 MR. BRIAN R. ZIMMERMAN 23 Attorney at Law 24 Hurtado, S.C. 25 10700 Research Drive Suite Four Wauwatosa, WI 53226 (414) 727-6250 bzimmerman@hurtadosc.com Reported by: MS. SARA R. ROGAN</p>
<p style="text-align: right;">Page 2</p> <p>1 The 30(b) (6) deposition of 2 ROBERT THOMAS FULLER, taken on behalf of the 3 Defendant, pursuant to Notice, on this, the 4 3rd day of October, 2013, beginning at 5 approximately 10 a.m., in the law offices of 6 Hurtado, S.C., 10700 Research Drive, Suite 7 Four, Wauwatosa, Wisconsin.</p> <p>8 This deposition is taken in 9 accordance with the terms and provisions of 10 the Federal Rules of Civil Procedure.</p> <p>11 The signature of the witness is 12 waived. 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p style="text-align: right;">Page 4</p> <p>1 - INDEX - 2 WITNESS: PAGE NUMBER 3 ROBERT THOMAS FULLER 4 5 Examination 6 By MS. HOFFMANN ----- 5 7 8 9 FULLER DEPOSITION EXHIBITS PAGE 10 Exhibit 1 (Amended Notice of Deposition) 7 11 Exhibit 2 (Feb. 1, 2006 Letter)----- 19 12 Exhibit 3 (Feb. 8, 2006 Letter)----- 19 13 Exhibit 4 (Dec. 16, 2008 Letter)----- 19 14 Exhibit 5 (**Reporter's Note: By agreement, 15 Exhibit 5 has been placed 16 under seal)----- 28 17 Exhibit 6 (March 7, 2013 Letter)----- 41 18 19 20 21 22 23 24 25</p>



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1 ROBERT THOMAS FULLER,  
2 having been first duly sworn, was examined  
3 and testified as follows:  
4 EXAMINATION  
5 BY MS. HOFFMANN:  
6 Q. For the record, this is the Federal  
7 Rules of Civil Procedure 30(b)(6) deposition  
8 of the plaintiff, WRR Environmental Services,  
9 Inc. Can you state your name for the record,  
10 sir?  
11 A. Robert Thomas Fuller.  
12 Q. Mr. Fuller, have you ever given your  
13 deposition before?  
14 A. Yes.  
15 Q. How many times?  
16 A. Twice.  
17 Q. When was the last time you were  
18 deposed?  
19 A. Approximately a year ago.  
20 Q. And what type of matter did that  
21 deposition relate to?  
22 A. A lawsuit for a claim on insured  
23 product that ruined our plant.  
24 Q. Was it a matter relating to insurance  
25 coverage?

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1 A. Yes.  
2 Q. And what about the other time, the  
3 second time you were deposed?  
4 A. That was a long time ago for another  
5 company having to do with a liability claim.  
6 Q. So did that relate to insurance  
7 coverage also?  
8 A. It might have been a civil matter.  
9 I'm not sure.  
10 Q. So you've given your deposition a few  
11 times before, but just as a reminder, I'll  
12 repeat a few of the rules of the deposition.  
13 I'm going to be asking you a number  
14 of questions. I represent Admiral Insurance  
15 Company in the lawsuit WRR Environmental  
16 Services versus Admiral Insurance Company.  
17 I'm going to be asking you a number of  
18 questions. For purposes of keeping the  
19 record clear and not giving the court  
20 reporter a hard time, please wait until I  
21 finish asking the question before you  
22 respond; otherwise, things get jumbled on the  
23 record. And if I ask a question, if you  
24 don't understand the question, please let me  
25 know that and I'll try to repeat it or

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1 rephrase it. Otherwise, if you answer the  
2 question, I'll assume you've understood it  
3 and are answering appropriately.  
4 If you need to take a break at some  
5 point, just let us know. We can take a break  
6 as needed. And I think that's about it for  
7 the basic ground rules.  
8 MS. HOFFMANN: I'm going to ask  
9 the court reporter to mark this document as  
10 Fuller Deposition Exhibit Number 1.  
11 (Whereupon, the above-mentioned  
12 document was marked as Exhibit 1.)  
13 Q. Mr. Fuller, I just handed you Exhibit  
14 Number 1. It's a copy of the Amended Notice  
15 of Deposition in this case. Have you seen  
16 that document --  
17 A. Yes, I have.  
18 Q. -- previously? And if you turn --  
19 well, from the bottom of the first page, the  
20 notice is requesting that a witness with  
21 knowledge of certain areas, and if you could  
22 look at the bottom of the first page, Number  
23 1, it says: All sums expended by WRR  
24 Environmental Services, Inc., and not paid or  
25 reimbursed by its insurers for its defense

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1 and/or for liability for damages or  
2 settlement of environmental claims concerning  
3 the Lake Calumet Cluster Site located north  
4 of 122nd Street and south of Paxton I and II  
5 Landfills, between Land & Lakes Landfill to  
6 the west and Indian Ridge Marsh to the east,  
7 in Chicago, Illinois. Do you see that?  
8 A. Yes.  
9 Q. Are you a person with knowledge of  
10 the information listed in Number 1?  
11 A. Yes.  
12 Q. And Number 2 says: Any and all  
13 damages, including the total dollar amount of  
14 all damages that WRR seeks from Admiral  
15 Insurance Company in the above-captioned  
16 insurance coverage action.  
17 Are you the person with knowledge of  
18 that information also?  
19 A. Yes.  
20 Q. And did you do anything to prepare  
21 for your deposition this morning?  
22 A. I reviewed some documents.  
23 Q. What sort of documents did you  
24 review?  
25 A. I reviewed invoices from Michael



<p style="text-align: right;">Page 9</p> <p>1 Best. I reviewed assessments that were from 2 Lake Calumet to WRR and line by line the 3 invoices to our accounts payable records to 4 make sure that they all were in there. 5 Q. And what is your position with WRR? 6 A. Chief Financial Officer. 7 Q. And how long have you held that 8 position? 9 A. Since 2007. June 1st, 2007. 10 Q. And prior to 2007, were you employed 11 by WRR? 12 A. Yes, for two years prior to that. 13 Q. And what was the position? 14 A. Basically in the accounting area. 15 Q. Did you have a job title? 16 A. Assistant controller. 17 Q. And what were your duties as 18 assistant controller? 19 A. I worked with the payroll end of 20 getting that computer system up and running, 21 switching that over. I did some work for 22 another subsidiary of WRR, Northwest 23 Enterprises, I did their books for them. 24 That's what I did for the first couple of 25 years.</p>	<p style="text-align: right;">Page 11</p> <p>1 prior to that? 2 A. Yes. 3 Q. Where was that? 4 A. Menards. 5 Q. Can you give me a rough date range of 6 the time you were at Menards? 7 A. 1986 to 2005. 8 Q. And what was your job with Menards? 9 A. Inventory controller, took care of 10 the inventory for all the stores. 11 Q. Was that for the entire time that you 12 were employed by Menards? 13 A. I was over in their other division 14 for the last I believe it was two years 15 working on some computer programming stuff. 16 Q. I'm sorry, what was the division? 17 A. It was the Midwest Manufacturing 18 Store. 19 Q. And prior to Menards, were you 20 employed? 21 A. Joe's -- well, Prange's, Joe's Sports 22 shop, and I was going to college. 23 Q. Tell me briefly, what is your 24 educational background? 25 A. BBA with majors in accounting and</p>
<p style="text-align: right;">Page 10</p> <p>1 Q. And as CFO, what is your -- what are 2 your job responsibilities as CFO? 3 A. I take care of all the accounting 4 records to make sure all the accounting 5 records are accurate. I take care of any 6 insurance issues, some of the legal issues 7 and oversee the financial and sales end of 8 the business. 9 Q. So when you say you take care of 10 insurance issues, what do you mean by that? 11 A. Getting new policies or making sure 12 we re-up our policies, that they're with the 13 right companies and for the right price, for 14 right liability. 15 Q. For legal issues, what does your job 16 involve? 17 A. Well, since we don't have an attorney 18 on staff, I would, you know, do the 19 contracts, look at the contracts and send 20 anything off to an attorney. 21 Q. All right. And prior to your job as 22 an assistant controller with WRR, were you 23 employed in another position at WRR? 24 A. No. 25 Q. Were you employed somewhere else</p>	<p style="text-align: right;">Page 12</p> <p>1 operations management. 2 Q. Any postgraduate work? 3 A. No. 4 Q. Mr. Fuller, I'm going to go back to 5 Number 1 or the first item on the Amended 6 Notice of Deposition. The subject or the 7 area requested is the sums that were expended 8 by WRR but not reimbursed or paid by its 9 insurers in connection with the Lake Calumet 10 Cluster Site matter. Are you familiar with 11 the Lake Calumet Cluster Site case? 12 A. Yes, I am. 13 Q. Can you tell me if there were any 14 sums expended by WRR that have not been paid 15 or reimbursed by any of WRR's insurers 16 relating to the Lake Calumet Cluster Site? 17 A. After looking at the invoices and 18 documents and receiving a total paid by the 19 insurers, to date, as of 7/24, 2013, there 20 was approximately \$34,000 in unpaid, 21 unreimbursed invoices. 22 Q. When you say there were unreimbursed 23 invoices, what were the invoices for? 24 A. They would have been for defense, 25 Michael Best invoices.</p>



<p>Page 13</p> <p>1 Q. Can you give me the dollar amount 2 again? 3 A. Approximately 34,000. 4 Q. Did WRR make a request of any of its 5 other insurers to pay or reimburse it for 6 these invoices? 7 A. Yes. 8 Q. And did the insurers respond 9 regarding whether they were going to make the 10 payments? 11 A. The other insurers? 12 Q. Yes. 13 A. Some of the unpaid invoices have been 14 sent to the insurers, but nothing has been 15 reimbursed as of yet. 16 Q. And are you familiar with 17 Mt. McKinley Insurance Company? 18 A. Yes. 19 Q. Is Mt. McKinley one of the insurers 20 that has been reimbursing WRR defense costs 21 in the LCC -- I'm going to refer to Lake 22 Calumet Cluster Site as the LCCS. 23 A. Yes. 24 Q. What about National Union, are you 25 familiar with National Union?</p>	<p>Page 15</p> <p>1 A. Yes. 2 Q. And that a request was made of the 3 insurers to pay those invoices, correct? 4 A. Correct. 5 Q. Can you tell me from what dates or 6 period of time those invoices are from? 7 A. Very recent. I had said that they're 8 up to 7/24, so I believe that they would have 9 been probably June or July invoices for some 10 of that dollar -- 34,000. 11 Q. So if the insurers make another 12 payment for these outstanding invoices, will 13 they be current at that point? 14 A. Not totally current. 15 Q. So the 34,000 are from the more 16 recent or the most recent invoices, correct? 17 A. Correct. 18 Q. And the insurers have not paid WRR 19 any of those funds yet, correct? 20 A. Correct. 21 Q. Is WRR anticipating that the insurers 22 will reimburse them for those invoices? 23 A. WRR expects them to pay for the 24 invoices that are still outstanding. The 25 remaining balance would be attributed to the</p>
<p>Page 14</p> <p>1 A. Yes. 2 Q. And are they also reimbursing WRR? 3 A. Yes. 4 Q. And Evanston Insurance Company. Is 5 Evanston another one? 6 A. Yes. 7 Q. Are there any other insurance 8 companies that are reimbursing WRR for any of 9 its costs associated with the LCCS? 10 A. No. 11 Q. You indicated that there's 12 approximately \$34,000 in costs, primarily 13 defense costs, is that correct, that have not 14 been paid or reimbursed by the three 15 insurers? 16 A. Correct. 17 Q. Can you tell me from what dates or 18 what period of time those invoices are from 19 that have not been paid by the insurers? 20 A. State the question again, please. 21 Q. Okay. You had indicated that this 22 34,000, approximately 34,000 are invoices for 23 defense costs; is that correct? 24 A. Correct. 25 Q. For the LCCS?</p>	<p>Page 16</p> <p>1 fact that the insurers, some of the insurers 2 are only paying panel rates for defense and 3 some of the invoices are above panel rates. 4 Q. And just to clarify, when we're 5 talking about invoices, you're talking about 6 the attorney invoices from WRR's law firm, 7 correct? 8 A. Correct. 9 Q. From representing them. And what 10 firm is that? 11 A. Michael Best and Friedrich. 12 Q. So when you say the insurers paid 13 panel rates, the insurers are paying -- are 14 you saying the insurers are paying a rate to 15 Michael Best that's different from the rate 16 that Michael Best is actually charging WRR? 17 A. Yes. 18 Q. And the panel rates, are they lower 19 than the normal rate that Michael Best is 20 charging WRR? 21 A. Yes. 22 Q. And does WRR pay to Michael Best the 23 difference in that amount? 24 A. Yes. 25 Q. Can you tell me approximately what</p>



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1 that amount is?

2 A. No, I do not know exactly what that

3 amount is.

4 Q. If you wanted to determine what that

5 amount was, how would you go about doing

6 that?

7 A. You would have to research back to

8 when the panel rates -- when we started using

9 the panel rates and check all the invoices.

10 Q. Do you know approximately when the

11 panel rates started?

12 A. I believe 2006.

13 Q. So in 2006, is that when the three

14 insurers that we've identified, is that when

15 they started reimbursing WRR for these

16 expenses?

17 A. I'm not exactly sure when they

18 started reimbursing, but the earliest

19 invoices go back to 2003. And the

20 arrangement that was made before I came on

21 and since I came on is that the insurers

22 would pay Michael -- Michael Best would

23 invoice both WRR and send that invoice on to

24 the insurers. The insurers would send the

25 funds to Michael Best to log, and then they

Page 18

1 would send it on to WRR. As far as I know

2 from the dollar amounts, all invoices back to

3 2003 have been reimbursed.

4 Q. At the regular rate that was charged

5 by Michael Best?

6 A. Yes.

7 Q. But at some point the insurers

8 stopped doing that and instead started paying

9 panel rates; is that correct?

10 A. Yes. But the 2006, when they might

11 have started that, I know that Michael Best

12 did make an adjustment in one of their

13 invoice numbers -- in invoices.

14 Q. So when you say Michael Best made an

15 adjustment, did they adjust their invoice

16 downward so that it complied with the panel

17 rates?

18 A. They adjusted it downward. As to

19 exactly why, I did not read into totally why

20 they did it, but there was an adjustment in

21 that 2006 letter.

22 MS. HOFFMANN: I'm going to ask

23 the court reporter to mark these next three

24 documents as Fuller Deposition Exhibit

25 Numbers 2, 3 and 4.

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1 (Whereupon, the above-mentioned

2 documents were marked as Exhibits 2, 3, and

3 4.)

4 Q. Mr. Fuller, I'm going to ask you to

5 just take a minute and look through Exhibits

6 2, 3 and 4 because I think it might help us

7 out with some of these dates and the

8 insurers.

9 A. (Witness complies.)

10 Q. Mr. Fuller, if you could take a look

11 at Exhibit Number 2. I realize it's not a

12 letter addressed to you, but have you seen

13 that letter previously?

14 A. I saw it just the other day, yes.

15 Q. The letter is dated February 1st,

16 2006. It is addressed to Cynthia E. Smith at

17 Michael Best and Friedrich, and it's signed

18 by Gregory M. Baxter, Home Office Supervisor

19 Environmental Claims for National Union

20 Insurance Company. Do you see that?

21 A. Yes, I do.

22 Q. And you've already told me that

23 National Union is one of the three insurers

24 that have been reimbursing WRR relating to

25 the LCCS. Do you recall that it was sometime

Page 20

1 in 2006 when National Union started paying

2 WRR for the cost that they expended relating

3 to the LCCS?

4 A. It looks as if on this document that

5 they go back to the 2003 invoice and paid

6 what they consider their portion so, yes,

7 this would be probably the first check to

8 reimburse all the invoices back to 2003.

9 Q. And you referred to National Union

10 paying their portion. Are you familiar with

11 what the portion or the breakdown is among

12 the three insurers that we've identified?

13 A. Yes. It is 50 percent National

14 Union, 37 and a half percent Evanston, 12 and

15 a half percent Mt. McKinley.

16 Q. And at the time of this letter,

17 February 2006, was National Union paying or

18 had they paid their share or their percentage

19 of everything that was outstanding for the

20 LCCS prior to 2006?

21 MR. JANCZEWSKI: Object to form.

22 THE WITNESS: Excuse me?

23 MR. JANCZEWSKI: You can go

24 ahead and answer.

25 THE WITNESS: Can you state the

Page 21	Page 23
<p>1 question again?</p> <p>2 Q. (BY MS. HOFFMANN) I'll rephrase it.</p> <p>3 You were saying that all the invoices from</p> <p>4 2003 to 2006 were paid, correct, a few</p> <p>5 minutes ago? Not in relation to this</p> <p>6 document but when I was asking you about the</p> <p>7 invoices for defense costs for the LCCS and</p> <p>8 you had said that all invoices for 2003 to</p> <p>9 2006 were paid. Do you recall that?</p> <p>10 A. I thought I said 2003 to current --</p> <p>11 to July twenty -- well, excuse me, it</p> <p>12 wouldn't have been that. Maybe I misspoke.</p> <p>13 It was -- except for the amounts in June or</p> <p>14 July, I don't have the list of what the last</p> <p>15 invoices were, but all of them seem to be</p> <p>16 paid from the beginning invoices of 2003.</p> <p>17 Q. Okay. And if you look at Exhibit</p> <p>18 Number 3, again, it's correspondence to</p> <p>19 Cynthia Smith from Mt. McKinley Insurance</p> <p>20 Company or on behalf of Mt. McKinley</p> <p>21 Insurance Company. And you're familiar with</p> <p>22 Mt. McKinley also, correct?</p> <p>23 A. Correct.</p> <p>24 Q. And I think you already said</p> <p>25 Mt. McKinley, their share in these expenses</p>	<p>1 Evanston agreed to a 37.5 percent share. Is</p> <p>2 that correct to your knowledge?</p> <p>3 A. Correct.</p> <p>4 Q. I want to go back to this issue with</p> <p>5 the difference between panel rates because</p> <p>6 I'm not sure I understood that. I realize</p> <p>7 that you had indicated that there was an</p> <p>8 amount outstanding because there were more</p> <p>9 recent invoices that the insurers had not yet</p> <p>10 reimbursed, correct?</p> <p>11 A. Correct.</p> <p>12 Q. And I had asked you if that was the</p> <p>13 reason or the basis for the entire</p> <p>14 outstanding amount right now, and you said,</p> <p>15 no, not entirely because there's a difference</p> <p>16 between panel rates. Do you recall that?</p> <p>17 A. Right.</p> <p>18 Q. So I'm trying to get at what time</p> <p>19 period that may have occurred that the</p> <p>20 difference was created in the panel rates?</p> <p>21 A. If you look at Exhibit 2, page 2,</p> <p>22 paragraph 1, it first mentions we offer to</p> <p>23 pay the prevailing reasonable rates in your</p> <p>24 locality.</p> <p>25 Q. Okay. And the paragraph says:</p>
Page 22	Page 24
<p>1 is 12 and a half percent, correct?</p> <p>2 A. Correct.</p> <p>3 Q. And Exhibit 3 is dated February 8,</p> <p>4 2006. Do you recall that as of February of</p> <p>5 2006 that Mt. McKinley was coming current</p> <p>6 with paying its share of these expenses</p> <p>7 relating to the LCCS?</p> <p>8 MR. JANCZEWSKI: Object to</p> <p>9 form.</p> <p>10 A. I wasn't there in two thousand --</p> <p>11 well, excuse me. I wasn't working with this</p> <p>12 in 2006, so I do not know that personally,</p> <p>13 but by looking at this document, it's showing</p> <p>14 that these invoice numbers, that these would</p> <p>15 have been paid also.</p> <p>16 Q. Okay. And if you go to Exhibit</p> <p>17 Number 4, again another letter to Attorney</p> <p>18 Cynthia Smith at Michael Best. This one is</p> <p>19 actually dated December 16, 2008, and it</p> <p>20 appears to be on behalf of Evanston Insurance</p> <p>21 Company. Do you see that?</p> <p>22 A. Yes.</p> <p>23 Q. And as you had indicated previously,</p> <p>24 Evanston is one of the three insurers that</p> <p>25 are reimbursing WRR. The letter says that</p>	<p>1 Please also be advised that on a</p> <p>2 going-forward basis, they will not pay</p> <p>3 Michael Best the rates provided in your</p> <p>4 previously submitted invoices.</p> <p>5 But prior to this, the date of</p> <p>6 February 2006, they did pay those invoices,</p> <p>7 correct?</p> <p>8 A. Yes.</p> <p>9 Q. And then after that date or going</p> <p>10 forward, the insurers were paying panel rates</p> <p>11 as opposed to what the Michael Best rate was</p> <p>12 previously, correct?</p> <p>13 A. Yes.</p> <p>14 Q. So the difference between the panel</p> <p>15 rates and whatever the regular rate or the</p> <p>16 rate that Michael Best was previously</p> <p>17 charging, did WRR have to continue paying</p> <p>18 that difference to Michael Best so that</p> <p>19 Michael Best was paid their regular rate</p> <p>20 going forward?</p> <p>21 A. Yes.</p> <p>22 Q. And was that the case from 2006 to</p> <p>23 present?</p> <p>24 A. I'm not exactly sure when panel rates</p> <p>25 were lower than the Michael Best rates.</p>

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1 Q. Can you explain what you mean by  
2 that? You're not sure when they were lower?  
3 A. There could have been invoices by  
4 Michael Best after 2006 that were within the  
5 panel rates. At some point in time, and I'm  
6 not exactly sure when, the Michael Best rates  
7 were above the panel rates, and that's when  
8 WRR has been paying more for its defense than  
9 the insurers are reimbursing.  
10 Q. And I know you said you don't know  
11 the time. Roughly can you -- do you know  
12 what year that would have been? Was it more  
13 recently? Does it seem like it was years  
14 ago?  
15 A. No, more recently.  
16 Q. It's more recently?  
17 A. Yes.  
18 Q. This year?  
19 A. No. I don't want to speculate, but  
20 maybe two years.  
21 Q. And, again, if I wanted to figure  
22 this out, try to find out what that amount  
23 was, how would I go about doing that?  
24 A. If you wanted to figure that out,  
25 from the documentation that I was given that

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1 was given to Admiral, the approximate 34,000  
2 that I said that was over, I would subtract  
3 the amount of invoices that have been  
4 submitted but not reimbursed by the insurers  
5 and the difference between that would  
6 probably -- the only other thing it could be  
7 is the panel rate difference.  
8 Q. Okay. But I mean I would need to see  
9 the amount paid by the insurers, correct?  
10 A. You would have to know the total  
11 dollar amount that was -- the insurers have  
12 paid, reimbursed WRR, yes.  
13 Q. And see what the difference is  
14 between what the insurers paid and what WRR  
15 actually paid to Michael Best; is that  
16 correct?  
17 A. Correct.  
18 Q. And you're indicating that WRR is  
19 actually paying Michael Best more than what  
20 the insurers are reimbursing?  
21 A. Yes, currently.  
22 Q. Do you know roughly what that dollar  
23 amount would be?  
24 A. I do not.  
25 Q. And is that limited to legal services

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1 relating to the LCCS, the Lake Calumet  
2 Cluster Site invoices?  
3 A. That's the only panel rate that we  
4 have going on right now with any of those  
5 insurers. I guess I don't understand your  
6 question other than that.  
7 Q. All right. Well, as I understand it,  
8 and WRR has produced some documents  
9 indicating that, you know, they've written  
10 checks to Michael Best, payment of Michael  
11 Best invoices, but it's not necessarily just  
12 for the matter relating to defense relating  
13 to the LCCS. There may be other legal  
14 matters that Michael Best is handling for  
15 WRR.  
16 So my question was this difference  
17 in payment of rates where WRR is paying more  
18 than what the insurers are reimbursing, is  
19 that limited to invoices relating to the  
20 LCCS?  
21 A. Michael Best rates are not limited to  
22 just the LCCS. It's for all matters that any  
23 of those attorneys would handle with LCCS or  
24 anything else. The panel rates that were  
25 imposed by AIG and Mt. McKinley and Evanston

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1 are only for this matter.  
2 Q. So let me try to rephrase this  
3 another way. For the invoices for legal work  
4 pertaining specifically to the LCCS matter,  
5 okay, Michael Best sends an invoice and does  
6 the invoice that Michael Best sends to WRR,  
7 do they bill at the panel rates or are they  
8 billing at their regular or a different rate  
9 from the panel rate?  
10 A. They are billing at their normal  
11 rate.  
12 Q. Okay.  
13 A. Which would be different than the  
14 panel rate.  
15 MS. HOFFMANN: I'll ask the  
16 court reporter to mark this as Fuller  
17 Deposition Exhibit Number 5.  
18 (Whereupon, the above-mentioned  
19 document was marked as Exhibit 5.)  
20 MR. JANCZEWSKI: I'm going to  
21 actually object to this. I believe or I've  
22 been informed that this was probably  
23 mistakenly produced in that this was an  
24 attorney-created document. So, you know,  
25 like I said, I object to having our witness





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1 testify to something that was created by an  
2 attorney at Michael Best.  
3 MS. HOFFMANN: All right. Well,  
4 I mean it was produced. This is the first  
5 time I've heard that there was an issue  
6 with --  
7 MR. JANCZEWSKI: Yeah, it came  
8 up yesterday.  
9 MS. HOFFMANN: -- the document.  
10 MR. JANCZEWSKI: It came up  
11 yesterday.  
12 MS. HOFFMANN: Well, I'm going  
13 to ask him if he's seen it, if he can  
14 identify it. I am not going to ask him to,  
15 you know, disclose any attorney-client --  
16 MR. JANCZEWSKI: You know what,  
17 I'm going to instruct the witness not to  
18 answer questions about Exhibit 5.  
19 MS. HOFFMANN: All right.  
20 Well --  
21 MR. JANCZEWSKI: And we'll look  
22 at -- I mean we'll have to fight about this  
23 if we have to and see if there's a clawback  
24 agreement. I would ask for courtesy of  
25 co-counsel to permit us to clawback, but I'm

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1 going to instruct the witness not to answer.  
2 MS. HOFFMANN: I mean I'd like  
3 to just, you know, identify the exhibit on  
4 the record, ask him if he's seen it and  
5 then --  
6 MR. JANCZEWSKI: You can  
7 identify the document on the record, but  
8 aside from that, I'm going to instruct him  
9 not answer.  
10 MS. HOFFMANN: Let the record  
11 reflect that the court reporter has marked  
12 Fuller Deposition Exhibit Number 5, which  
13 consists of documents produced by WRR and  
14 Bates numbered WRR001618 through WRR001625.  
15 Q. (BY MS. HOFFMANN) Mr. Fuller, you've  
16 been handed Exhibit Number 5, which has been  
17 identified for the record, and have you seen  
18 this document previously?  
19 MR. JANCZEWSKI: I'm going to  
20 object and instruct the witness not to answer  
21 and state on the record this is a document  
22 that was created internally by WWR's counsel  
23 as a mechanism to track the payments from the  
24 various insurers and it was mistakenly  
25 produced during the course of discovery.

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1 MS. HOFFMANN: And the basis for  
2 your objection is?  
3 MR. JANCZEWSKI: Attorney-client  
4 privilege -- or attorney work product.  
5 MR. ZIMMERMAN: And what part of  
6 the document is work product? I guess if  
7 it's tracking the payment and invoices that  
8 have been produced, correct?  
9 MS. HOFFMANN: To my knowledge,  
10 WRR has indicated that they've produced all  
11 of the --  
12 MR. JANCZEWSKI: Are we having  
13 two counsel talk at this deposition?  
14 MS. HOFFMANN: Can we go off --  
15 MR. ZIMMERMAN: We'll go off.  
16 MS. HOFFMANN: We'll go off the  
17 record.  
18 (Off-the-record discussion.)  
19 (The last question was read by  
20 the reporter.)  
21 Q. (BY MS. HOFFMANN) Can you answer if  
22 you've seen this document previously?  
23 A. Yes, I've seen this document.  
24 Q. Did you create this document?  
25 A. No, I did not create this document.

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1 Q. Do you know who created this  
2 document?  
3 A. I believe an attorney at Michael Best  
4 and Friedrich.  
5 Q. I don't need to ask you any more  
6 questions from the document, specifically so  
7 you can --  
8 MR. JANCZEWSKI: And just to  
9 clarify for the record, we went off record  
10 before the last series of three questions  
11 when we discussed document 5 and some of the  
12 issues that counsel for WRR has with that  
13 document and that WRR may be exercising any  
14 clawback rights that it has to that document,  
15 and the parties have come to an agreement  
16 that until that issue is resolved that  
17 document will be placed under seal.  
18 Q. (BY MS. HOFFMANN) Mr. Fuller, does  
19 WRR keep its own records of payments that are  
20 being made by the insurers related to the  
21 LCCS matter?  
22 A. No other written record other than  
23 where the deposit was made and we received  
24 checks.  
25 Q. So you're saying the check itself?

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1 A. Correct.  
2 Q. Okay. Does WRR try to keep any sort  
3 of a record or a tally on, you know, this is  
4 what's been paid, this amount hasn't been  
5 paid yet?  
6 A. All invoices are entered into our  
7 accounts payable system.  
8 Q. Okay. So you're talking about the  
9 invoices from Michael Best, correct?  
10 A. Correct.  
11 Q. What about the payments that are  
12 being made by the three insurers, those  
13 payments are actually made to WRR, correct?  
14 A. There are checks that are written to  
15 Michael Best and Friedrich, and then at some  
16 point in time it was changed to send the  
17 check to WRR.  
18 Q. So when Mt. McKinley, Evanston and  
19 National Union send funds to pay for WRR's  
20 defense costs in the LCCS, they actually  
21 write a check to WRR, correct?  
22 A. There has been checks written to  
23 Michael Best and Friedrich, Michael Best and  
24 Friedrich care of WRR Environmental Services,  
25 Inc., and directly to WRR Environmental

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1 Services, Inc.  
2 Q. Is there any reason why some are  
3 written directly to Michael Best and some are  
4 written to WRR that you're aware of?  
5 A. I think there was just a change when  
6 the CFO in 2006, Dave Peters, may have  
7 changed things to have it go to WRR instead  
8 of to Michael Best. Excuse me, let me not go  
9 to -- they all were received at first by  
10 Michael Best, but the pay to the order of was  
11 changed to WRR.  
12 Q. Roughly can you tell me what time  
13 period that was?  
14 A. 2006.  
15 Q. So from 2006, the insurers would make  
16 the checks payable to WRR, correct? So in  
17 other words, it's the more recent that the  
18 checks were made to WRR?  
19 A. When you look through the documents  
20 that were produced, there are checks that are  
21 sent to WRR, paid to the order of WRR, paid  
22 to the order of Michael Best c/o WRR. They  
23 most recently since 2006 have more  
24 consistently been to WRR, paid to the order  
25 of WRR director.

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1 Q. So when WRR receives those checks,  
2 what do they do with them, checks from the  
3 insurers?  
4 A. We put them into our crude account  
5 and then we deposit them, and we make sure  
6 we've paid Michael Best, or whomever, the  
7 necessary funds.  
8 Q. So you don't just endorse them over  
9 to Michael Best, they're deposited in WRR  
10 funds?  
11 A. There is one instance I believe that  
12 there was the checks endorsed right to  
13 Michael Best.  
14 Q. So does WRR keep any record of  
15 payments from the insurer if they were  
16 paid -- let me restate that. Does WRR keep a  
17 record of whether the checks that they  
18 receive from the insurers are payment in full  
19 for the invoices that were submitted to the  
20 insurers?  
21 A. We rely on Michael Best to keep that  
22 accounting.  
23 Q. So WRR doesn't keep its own records  
24 reflecting that; is that correct?  
25 A. We have the records. We just don't

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1 have them in a written record format. We  
2 would have to go back and research.  
3 Q. What would you need to do to research  
4 that?  
5 A. We'd have to go find all the checks  
6 that -- and find all the checks that were  
7 paid to WRR and write a record.  
8 Q. So it's not something that WRR does  
9 regularly? You don't keep a record of, for  
10 example, three checks came in from the three  
11 insurers and they total the amount of the  
12 invoice that's outstanding?  
13 A. We have Michael Best do that.  
14 Q. Do that for you?  
15 A. That's why they receive the check  
16 first.  
17 Q. When you say that they do it and they  
18 receive the check first, does Michael Best  
19 provide you with the summary then of payments  
20 that were made or do they let you know if,  
21 you know, the payment was not made in full by  
22 the insurers?  
23 MR. JANCZEWSKI: Object and  
24 privileged. Don't answer that.  
25 Q. (BY MS. HOFFMANN) How do you know if

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1 the insurers, between the three of them, have  
2 paid the full outstanding amount of the  
3 invoices?  
4 A. We allow Michael Best again to take  
5 care of that accounting. And we can ask for  
6 a summary of that accounting from Michael  
7 Best.  
8 Q. But other than receiving it from your  
9 attorneys, WRR would have no idea; is that  
10 correct?  
11 A. Unless we look back into all of our  
12 deposits.  
13 Q. And, again, what would you need to do  
14 to figure that out if you wanted to find out,  
15 other than your attorney telling you --  
16 A. We'd have to go --  
17 Q. -- this is the amount?  
18 A. We would have to go find when those  
19 deposits were made and go look for those  
20 deposit slips and the copy of the checks  
21 attached to them.  
22 Q. So you'd need the deposit slips, you  
23 would need to have the invoices with you,  
24 correct? You would need to know the amount  
25 of the invoice?

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1 A. Yeah, invoice numbers.  
2 Q. So you would have the invoice, you  
3 would need to have the checks from the three  
4 insurers, correct?  
5 A. Correct.  
6 Q. And you'd have to match them up and  
7 total them up and see if the amount received  
8 from the insurer totalled the amount that the  
9 invoice is requesting, correct?  
10 A. Correct.  
11 Q. But normally that's not something  
12 that you do?  
13 A. Correct.  
14 Q. To the extent that that's done, to  
15 your knowledge, only Michael Best does that?  
16 A. Michael Best does the record keeping  
17 on what the insurers paid.  
18 Q. Mr. Fuller, are you aware of any  
19 instances where the insurers did not pay,  
20 again, between the three of them together,  
21 the full amount of the outstanding invoice?  
22 A. Other than the panel rates, no, I do  
23 not know of any time when any of them did not  
24 pay what was submitted.  
25 Q. Are you aware of any instances where

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1 one of the insurers overpaid or may have paid  
2 more than the amount that was outstanding on  
3 the invoice?  
4 A. Again, Michael Best keeps an  
5 accounting of that and it does come to mind  
6 that Mt. McKinley might pay a little bit here  
7 and there over for something and then it gets  
8 corrected later.  
9 Q. And when you say it gets corrected  
10 later, how does that get corrected?  
11 A. I believe they might pay a little  
12 less for -- or Michael Best might be sending  
13 them back some funds.  
14 Q. And do you keep any accounting of  
15 that instance?  
16 A. Again, Michael Best keeps the  
17 accounting for what the insurers pay.  
18 Q. Has there ever been an instance where  
19 WRR has reimbursed or paid back an amount to  
20 an insurer because they overpaid for an  
21 invoice?  
22 A. I am not sure of that.  
23 Q. Do you have any knowledge if Michael  
24 Best has ever paid back to an insurer funds  
25 that WRR originally received from them?

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1 A. No, I do not.  
2 Q. You had indicated that you recalled  
3 at least one instance where Mt. McKinley may  
4 have overpaid an amount?  
5 A. Looking into some of those documents,  
6 the invoices -- or not the invoice but the  
7 checks that were provided by Michael Best, it  
8 does look like -- I can't remember. It  
9 looked like they were paid back some funds I  
10 believe. I can't be totally sure. I can't  
11 recall all the pieces of documents.  
12 Q. Do you recall -- and again, roughly,  
13 I'm not looking for exact dollar  
14 amounts -- what sort of dollar amount that  
15 may have been?  
16 A. I do not know. I just -- as I was  
17 perusing through all the documents, it seemed  
18 to catch my eye. I may be wrong also I  
19 guess.  
20 Q. Can you tell me how frequently funds  
21 are received from the insurers for LCCS  
22 costs?  
23 A. Approximately quarterly.  
24 Q. So you indicated that there is an  
25 amount or invoices that are outstanding since

<p style="text-align: right;">Page 41</p> <p>1 July of this year, correct? Do you recall 2 that? I think you had said through July? 3 A. The invoices that were part of the 4 documentation when I checked with my accounts 5 payable, what was paid, what was not paid, it 6 was the last five invoices perhaps had not 7 been paid to Michael Best by us. 8 Q. So would that be for the third 9 quarter of this year? 10 A. Probably I would imagine second 11 quarter. It was up to July 24th I believe, 12 those documents, invoices had come through. 13 Q. So they were invoices from the second 14 quarter, they were submitted to the insurers 15 and the payment -- a third quarter payment 16 has not been made yet? Is that -- 17 A. A payment has not been made yet. 18 MS. HOFFMANN: Mark this as 19 Fuller Exhibit 6. 20 (Whereupon, the above-mentioned 21 document was marked as Exhibit 6.) 22 Q. Mr. Fuller, the court reporter has 23 handed you what we have marked as Exhibit 24 Number 6. Take a minute to look at that and 25 again I understand it's -- it's a letter</p>	<p style="text-align: right;">Page 43</p> <p>1 as a PRP Group, correct? 2 A. Correct. 3 Q. And the PRP Group includes WRR and 4 other companies that are potentially 5 responsible parties per the EPA? 6 A. Correct. 7 Q. You understand that? 8 A. Yes. 9 Q. And WRR, along with other PRPs, have 10 participated in an order on consent with the 11 EPA. Are you familiar with that? 12 A. Yes. 13 Q. And that involves -- are you familiar 14 with the fact that that involved WRR and 15 these other PRPs making a payment to the EPA 16 in connection with that order on consent? 17 A. Yes. 18 Q. And I'm not going to ask you for 19 dollar amounts for WRR, but are you familiar 20 with the fact that pursuant to the PRP 21 agreement or allocation that there was a 22 certain amount that WRR was expected to pay 23 in connection with this order on consent? 24 A. Yes, there was two assessments. 25 Q. When you say two assessments --</p>
<p style="text-align: right;">Page 42</p> <p>1 dated March 7, 2013. It's from Michael Best 2 and it's not directed to you, but take a look 3 at it and I'm not going to ask you about 4 specific invoices but just generally. And 5 have you seen this document previously? 6 A. Yes. 7 Q. Do you typically receive or are you 8 copied on -- were you copied on this 9 correspondence from Michael Best? 10 A. I believe so, yes. 11 Q. Are you familiar with and, again, not 12 specifically the terms of, but generally the 13 participation agreement or the participation 14 that WRR has had in the Administrative Order 15 on Consent? If you look at the second 16 paragraph of the letter, it references a 17 number of documents enclosed. The first one 18 is the Administrative Order on Consent. 19 A. Yes. 20 Q. Two, Updated Interim Allocation 21 Table. All right. Are you familiar at all 22 with those documents or those items? 23 A. Yes. I've been working with Michael 24 Best on them. 25 Q. And WRR is part of what they refer to</p>	<p style="text-align: right;">Page 44</p> <p>1 A. There's one on the order of consent 2 and I believe there's one for -- 3 Q. Was it on a surety? 4 A. Yes. 5 Q. On the surety? 6 A. Yes. 7 Q. So one is the order of consent and 8 the other one is to a surety fund for future 9 remedial action; is that correct? 10 A. Correct. 11 Q. And by or from the group WRR was 12 requested or told that this -- that there was 13 a particular share or dollar amount that WRR 14 was expected to contribute, correct? 15 A. Correct. 16 Q. Are you aware of the fact that that 17 amount that WRR contributed was actually paid 18 or contributed by the three insurers that 19 we've identified, Mt. McKinley, Evanston, and 20 National Union? 21 A. Yes -- 22 Q. Correct? 23 A. -- it was. 24 Q. Were there any funds or any part of 25 that of WRR's share that was not paid by the</p>



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<p>1 three insurers?</p> <p>2 A. Yes.</p> <p>3 Q. Can you tell me what that was?</p> <p>4 A. Exactly, no.</p> <p>5 Q. And, again, if not a precise dollar</p> <p>6 amount, if you could just explain to me.</p> <p>7 A. The dollar amount, I believe was</p> <p>8 Mt. McKinley -- I'm not sure, one of the</p> <p>9 three insurers -- was less than their</p> <p>10 percentage, and I believe it was because they</p> <p>11 took a portion of the deductible.</p> <p>12 Q. Okay. When you say they took a</p> <p>13 portion of their deductible --</p> <p>14 A. I believe they took a portion of the</p> <p>15 deductible.</p> <p>16 Q. You're not certain?</p> <p>17 A. I'm not certain, but there was a</p> <p>18 difference so we had that check deposited by</p> <p>19 WRR and WRR wrote a check to the Lake Calumet</p> <p>20 Cluster Site fund for a little bit more than</p> <p>21 the check that was reimbursed. Maybe \$500.</p> <p>22 Otherwise, the other insurers paid directly</p> <p>23 to the Lake Calumet Cluster Site.</p> <p>24 Q. Okay. So one of the insurers, you</p> <p>25 think possibly Mt. McKinley, was \$500 short</p>	<p>1 six months ago or whatever.</p> <p>2 Q. Do you know if at some point the</p> <p>3 insurer did make that payment of the \$500</p> <p>4 they were short?</p> <p>5 A. No, they did not make it.</p> <p>6 Q. So it didn't happen at any time after</p> <p>7 that?</p> <p>8 A. I'm pretty sure it did not happen.</p> <p>9 Q. Since the time earlier this year when</p> <p>10 the payment was made in connection with the</p> <p>11 order on consent and the surety obligation,</p> <p>12 has WRR made any additional payments to the</p> <p>13 EPA or in connection with --</p> <p>14 A. No.</p> <p>15 Q. -- the LCCS?</p> <p>16 A. No.</p> <p>17 MS. HOFFMANN: Can we take like</p> <p>18 five minutes?</p> <p>19 MR. JANCZEWSKI: Sure.</p> <p>20 (Break taken.)</p> <p>21 Q. (BY MS. HOFFMANN) Mr. Fuller, are you</p> <p>22 aware that WRR has been sharing defense costs</p> <p>23 with other PRPs for the LCCS?</p> <p>24 A. Yes.</p> <p>25 Q. Michael Best and Friedrich is</p>
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<p>1 on their contribution; is that correct?</p> <p>2 A. That might be it.</p> <p>3 Q. Did you have any follow-up with</p> <p>4 Mt. McKinley, or whichever insurer was short,</p> <p>5 about why they were short on the funds?</p> <p>6 A. Again, I handled that through Michael</p> <p>7 Best and, you know, they have the -- the</p> <p>8 reason was given to me prior to that. I just</p> <p>9 can't remember exactly what that reason was,</p> <p>10 and that's the reason why we made a setup for</p> <p>11 them to send us the check and we'd send a</p> <p>12 check in total to Lake Calumet Cluster</p> <p>13 because we had to get it there on a timely</p> <p>14 basis.</p> <p>15 Q. Do you know if Mt. McKinley, if it</p> <p>16 was Mt. McKinley, or whichever insurer it</p> <p>17 was, if they were asked to contribute the</p> <p>18 balance or the 500 that they were short?</p> <p>19 A. I am not sure. In my mind, it was,</p> <p>20 again, a portion of the deductible, so</p> <p>21 therefore the total deductible would be</p> <p>22 decreased from any future payments.</p> <p>23 Q. You're not certain whether they were</p> <p>24 asked to pay the difference or not?</p> <p>25 A. That conversation happened, you know,</p>	<p>1 representing WRR and how many other parties</p> <p>2 in this same matter?</p> <p>3 A. I believe it was four.</p> <p>4 Q. Including WRR?</p> <p>5 A. Including WRR.</p> <p>6 Q. So when Michael Best bills WRR for</p> <p>7 their defense costs in this matter, how is</p> <p>8 that handled among the four clients?</p> <p>9 A. I believe they handle it by charging</p> <p>10 25 percent for anything that was group</p> <p>11 related, shared group related on the cost,</p> <p>12 and anything that was just client WRR</p> <p>13 business was invoiced at 100 percent.</p> <p>14 Q. So does WRR receive a Michael Best</p> <p>15 invoice that already reflects WRR's 25</p> <p>16 percent share?</p> <p>17 A. Yes.</p> <p>18 Q. So you don't get a bill and you don't</p> <p>19 look at the total and say, you know, divide</p> <p>20 that by four and that's what WRR needs to</p> <p>21 pay?</p> <p>22 A. Correct.</p> <p>23 Q. So the invoice that's coming to WRR</p> <p>24 already reflects the total amount for this</p> <p>25 matter that Michael Best is seeking --</p>



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1 A. Yes.  
2 Q. -- from WRR, correct?  
3 A. Yes.  
4 Q. Mr. Fuller, I had asked you again  
5 previously about, you know, how I would go  
6 about figuring out what the amount is, if  
7 there is an amount, a difference between what  
8 WRR has paid versus what the insurers have  
9 paid, and I know you explained that you go  
10 through checks and so forth. Is there any  
11 other accounting or accounting report that  
12 WRR has that would reflect that?  
13 A. To find the difference between the  
14 panel rate?  
15 Q. Whether it's the panel rate or for  
16 whatever reason. The difference between what  
17 the insurers have paid versus what WRR had to  
18 pay?  
19 A. Other than relying on information  
20 from Michael Best or from our insurers, WRR  
21 itself would have to look at all the deposits  
22 and retrieve all the checks that were paid to  
23 it by the insurers.  
24 Q. So basically, Michael Best is keeping  
25 WRR's accounting records on this matter?

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1 A. Pertaining to the amounts received by  
2 the insurers, yes. Or paid by the insurers,  
3 yes.  
4 Q. Is there anyone else at WRR that  
5 would have I guess better knowledge than you  
6 on this topic?  
7 A. No.  
8 Q. Mr. Fuller, going back to Exhibit  
9 Number 1, which was the notice of deposition,  
10 the second item listed there was a request  
11 for a witness with knowledge of what WRR's  
12 damages are that they are claiming from  
13 Admiral in this case. Are you a witness with  
14 knowledge of that information?  
15 A. Yes.  
16 Q. Are you the witness with the most  
17 knowledge from WRR on that?  
18 A. Yes.  
19 Q. Can you tell me what are the damages  
20 that WRR is seeking from Admiral in this  
21 case?  
22 A. In terms of dollar amounts, because  
23 this is a continuing site, we really cannot  
24 give a dollar amount or speculate a dollar  
25 amount at any time right now. As Exhibit 6

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1 mentions, they had just started the remedial  
2 investigation of groundwater. There's a lot  
3 more to go on there. Illinois EPA has done  
4 some work and they have indicated that they  
5 want reimbursement. The site is -- the PRP  
6 Group does not know exactly what they will be  
7 involved in in cleaning up at the site. So  
8 the damages for cleanup on the site are not  
9 determinable at this time.  
10 Q. Is there an amount, a current amount  
11 as of this date that this is the amount of  
12 damages --  
13 A. WRR --  
14 Q. I'm sorry. Let me finish. When I  
15 say damages, I'm not talking about, you know,  
16 the cleanup or remediation. I'm talking  
17 about the damages that WRR is seeking from  
18 Admiral in this case.  
19 A. WRR would seek from Admiral that it  
20 would join the insurers group, and therefore  
21 it may have to settle with the insurers group  
22 an amount of past costs that have been paid  
23 and a future percentage of future costs that  
24 would need to be paid.  
25 Q. Other than that, is WRR seeking any

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1 other amounts from Admiral in this  
2 litigation?  
3 A. Just possibly future costs at the  
4 site and past costs.  
5 Q. And, again, other than sharing with  
6 the insurers or participating with the  
7 insurers, as of this date, are there any  
8 amounts that WRR is seeking from Admiral?  
9 A. Not to the best of my knowledge.  
10 Q. Can you tell me to date approximately  
11 what that amount is that WRR is seeking for  
12 Admiral to contribute?  
13 A. If Admiral became part of the  
14 insurers group, the insurers group, from my  
15 knowledge, not having been in the group, it's  
16 based on the time period, length of period  
17 that the insurers were on the liability.  
18 Therefore, if Admiral were to join,  
19 speculation would be that Admiral would have  
20 one-third of that percentage or one-third of  
21 the amounts due in the future. And I believe  
22 the amounts paid by the insurers right now,  
23 again not positive of dollar amounts, but it  
24 was about 292,000 of past costs that they  
25 have reimbursed.

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1 MS. HOFFMANN: Can we go off for  
2 a minute?  
3 (Short break.)  
4 MS. HOFFMANN: No further  
5 questions.  
6 MR. JANCZEWSKI: I have  
7 nothing.  
8 MS. HOFFMANN: Does the witness  
9 reserve or waive signature?  
10 MR. JANCZEWSKI: Would you like  
11 to look at your transcript, just review it to  
12 make sure it's --  
13 THE WITNESS: No.  
14 MR. JANCZEWSKI: No?  
15 MS. HOFFMANN: Okay. So the  
16 witness is waiving signature. Thank you.  
17 COURT REPORTER: Are you  
18 ordering a transcript?  
19 MS. HOFFMANN: I am, yes.  
20 COURT REPORTER: Do you need a  
21 copy, Mr. Janczewski?  
22 MR. JANCZEWSKI: Yes, I would.  
23 AND FURTHER DEPONENT SAITH NOT  
24 (Deposition concluded at 11:35 a.m.)  
25 (Signature waived.)

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1 COURT REPORTER'S CERTIFICATE  
2 STATE OF WISCONSIN:  
3 COUNTY OF MILWAUKEE:  
4  
5 I, SARA R. ROGAN, Reporter and  
6 Notary Public, Milwaukee County, Wisconsin,  
7 CERTIFY:  
8 1. The foregoing deposition was  
9 taken before me at the time and place stated  
10 in the foregoing styled cause with the  
11 appearances as noted;  
12  
13 2. Being a Court Reporter, I then  
14 reported the deposition in Stenotype to the  
15 best of my skill and ability, and the  
16 foregoing pages contain a full, true and  
17 correct transcript of my said Stenotype notes  
18 then and there taken;  
19  
20 3. I am not in the employ of and am  
21 not related to any of the parties or their  
22 counsel, and I have no interest in the matter  
23 involved.  
24  
25 WITNESS MY SIGNATURE, this, the  
\_\_\_\_ day of \_\_\_\_\_, 2013.  
  
SARA R. ROGAN  
Court Reporter and  
Notary Public \*\*\*  
  
My commission expires:  
July 18, 2017



ESQUIRE



ROBERT THOMAS FULLER  
WRR ENVIRONMENTAL vs. ADMIRAL INSURANCE

October 03, 2013  
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